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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 NATIONSTAR MORTGAGE, LLC,
11 Plaintiff,

12 v.

13 GIAVANNA HOMEOWNERS
14 ASSOCIATION; SFR INVESTMENTS
15 POOL 1, LLC; DOE INDIVIDUALS I-X; and
ROE CORPORATIONS I-X, inclusive,
16 Defendants.

17 SFR INVESTMENTS POOL 1, LLC, a
18 Nevada limited liability company,
19 Counter/Cross Claimant,

20 vs.

21 NATIONSTAR MORTGAGE, LLC, a
22 Delaware limited liability company; BANK
OF AMERICA, N.A., a national association;
23 JONI MCGRIFF HOWARD, an individual;
and KENYON HOWARD, and individual,

24 Counter/Cross Defendants.

Case 2:15-cv-01992-LDG-CWH

STIPULATION AND ORDER

25 The parties, by and through their undersigned counsel, stipulate and agree that
26 GIAVANNA HOMEOWNERS ASSOCIATION may file Third-Party Complaint against
27

28

1 Nevada Association Services, Inc., attached to this Stipulation as Exhibit "1".

2
3 DATED this 22nd day of July, 2016.

4 BOYACK ORME & TAYLOR

5 By: /s/ Edward D. Boyack
6 EDWARD D. BOYACK
7 Nevada Bar No. 005229
8 401 N. Buffalo Drive #202
9 Las Vegas, Nevada 89145
10 *Attorneys for Defendant Giavanna*
11 *Homeowners Association*

DATED this 22nd day of July, 2016.

AKERMAN LLP

By: /s/ Melanie D. Morgan
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
MILES N. CLARK, ESQ.
Nevada Bar No. 13848
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Attorneys for Nationstar Mortgage LLC

11 DATED this 22nd day of July, 2016.

12 KIM EBRON GILBERT

13 By: /s/ Diana Cline Ebron
14 DIANA CLINE EBRON, ESQ.
15 Nevada Bar No. 10580
16 JACQUELINE A. GILBERT, ESQ.
17 Nevada Bar No. 10593
18 KAREN L. HANKS, ESQ.
19 Nevada Bar No. 9578
20 TRELLA N. MCLEAN, ESQ.
21 Nevada Bar No. 13376
22 7625 Dean Martin Drive, Suite 110
23 Las Vegas, Nevada 89139
24 *Attorneys for SFR Investments Pool 1, LLC*

ORDER

20 Based upon the stipulation of the parties, it is hereby Ordered that Giavanna
21 Homeowners Association be allowed to file its Third-Party Complaint in this matter.

22 **IT IS SO ORDERED.**

23 DATED July 25, 2016

24
25 
UNITED STATES MAGISTRATE JUDGE

26 2:15-cv-01992-LDG-CWH
27 Nationstar Mortgage, LLC v Giavanna
28 Homeowners Association et al

EXHIBIT 1

1 Edward D. Boyack
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11 Plaintiff,

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OF AMERICA, N.A., a national association;
23 JONI MCGRUFF HOWARD, an individual;
and KENYON HOWARD, and individual,

24 Counter/Cross Defendant.

25 GIAVANNA HOMEOWNERS
26 ASSOCIATION,

27 Third-Party Plaintiff,

28 vs.

Case 2:15-cv-01992-LDG-CWH

**DEFENDANT GIAVANNA
HOMEOWNERS ASSOCIATION'S
THIRD-PARTY COMPLAINT
AGAINST NEVADA ASSOCIATION
SERVICES**

1 NEVADA ASSOCIATION SERVICES,
2 Third-Party Defendant.
3

4 **DEFENDANT GIAVANNA HOMEOWNERS ASSOCIATION'S THIRD-PARTY**
5 **COMPLAINT AGAINST NEVADA ASSOCIATION SERVICES**

6 COMES NOW, Defendant/Third Party Plaintiff **GIAVANNA HOMEOWNERS**
7 **ASSOCIATION** (hereinafter "Giavanna"), by and through its attorneys of record, Boyack Orme
8 & Taylor, and hereby files Third-Party Complaint against Nevada Association Services
9 (hereinafter "NAS") as follows:

10 **GENERAL ALLEGATIONS**

11 1. That at all time relevant hereto, Third-Party Defendant, Nevada Association
12 Services was and is a corporation organized and existing under the laws of the State of Nevada
13 and is and was doing business as a collections agency located in Las Vegas, Clark County,
14 Nevada.

15 2. That at all times relevant hereto, Defendant/Third-Party Plaintiff Giavanna
16 Homeowners Association is a Nevada non-profit corporation and was and is doing business
17 in Las Vegas, Clark County, Nevada as a homeowner's association.

18 3. Giavanna and NAS entered into one or more agreement(s) ("Collection
19 Agreements") wherein NAS would properly collect past-due assessments levied against
20 homeowners and perform foreclosure activities on homes within Giavanna's community.

21 4. Pursuant to the Collection Agreement(s), and equitable indemnification, NAS
22 shall indemnify and defend Giavanna at all times after the effective date of this Agreement
23 against any liability, loss, damages, claim, settlement payment, cost and expense, interest,
24 award, judgment, diminution in value, fine, fee, penalty, and litigation expenses arising out of
25 any action taken by NAS pursuant to this Agreement.

26 **FIRST CLAIM FOR RELIEF**

27 **(Breach of Contract)**

28 5. Giavanna repeats and realleges each and every allegation set forth above as

1 though fully set forth herein.

2 6. That NAS entered into Collection Agreements with Giavanna, wherein NAS
3 would properly collect past-due assessments levied against homeowners and perform
4 foreclosure activities on homes within Giavanna's community.

5 7. That, to the extent Giavanna is found liable to any party for any claim arising
6 out of the facts and circumstances which give rise to the underlying claims herein, NAS
7 breached the contractual agreement by failing to perform one or more obligations thereunder
8 when performing its collection and foreclosure activities with respect to the Subject Property.

9 8. That, to the extent Giavanna is found liable to any party for any claim arising
10 out of the facts and circumstances which give rise to the underlying claims herein, NAS
11 breached the express and/or implied terms and conditions of his agreement with Giavanna as
12 hereinabove set forth.

13 9. That, to the extent Giavanna is found liable to any party for any claim arising
14 out of the facts and circumstances which give rise to the underlying claims herein, NAS
15 breached the terms and conditions of any individual contract determined to exist between
16 Giavanna and NAS, whether express or implied.

17 10. It has been necessary for Giavanna to secure the services of an attorney to
18 prosecute this action and Giavanna is therefore entitled to an award of reasonable attorney's
19 fees and costs of suit incurred herein.

20 **SECOND CAUSE OF ACTION**

21 **(Contractual and Equitable Indemnity)**

22 11. Giavanna repeats and realleges each and every allegation set forth above as
23 though fully set forth herein.

24 12. Giavanna is informed, believes and thereon alleges that it entered into a
25 written, oral and/or implied collection agreement with NAS.

26 13. Giavanna is informed, believes and thereon alleges that, to the extent
27 Giavanna is found liable to any party for any claim arising out of the facts and circumstances
28 which give rise to the underlying claims herein, the allegations contained in the Complaint,

1 and all damages and claims alleged therein, were caused by NAS, arising out of and in
2 connection with NAS's action regarding the collection and foreclosure process.

3 14. Giavanna contends that it is in no way legally responsible for the events
4 giving rise to the causes of action alleged against it, or legally responsible in any other
5 manner for the damages allegedly sustained by the alleging parties. However, if as a result of
6 the matters alleged in the Complaint, Giavanna is held liable for all or any part of the claim or
7 damages asserted against it, NAS has a contractual and equitable duty to indemnify
8 Giavanna, and Giavanna is entitled to a determination of several liability.

9 15. As a direct result of the actions of NAS, it has been necessary for Giavanna to
10 secure the services of an attorney to prosecute this action and Giavanna is therefore entitled
11 to an award of reasonable attorney's fees and costs of suit incurred herein.

12 **THIRD CAUSE OF ACTION**

13 **(Contribution)**

14 16. Giavanna repeats and realleges each and every allegation set forth above as
15 though fully set forth herein.

16 17. Based upon the acts and/or omissions of NAS, if a judgment is rendered
17 against Giavanna, Giavanna is entitled to contribution from NAS in an amount proportionate
18 to the amount of negligence and/or fault attributable to NAS.

19 18. As a direct result of the actions of the NAS herein, it has been necessary for
20 Giavanna to secure the services of an attorney to prosecute this action and Giavanna is
21 therefore entitled to an award of reasonable attorney's fees and costs of suit incurred herein.

22 WHEREFORE, Giavanna prays as follows:

23 1. That this Court enter judgment against NAS for damages in an amount in
24 which shall be proven at trial, to the extent Giavanna is found liable to any party for any
25 claim arising out of the facts and circumstances which give rise to the underlying claims
26 herein;

27 2. For an award of pre-judgment and post-judgment interest thereon at the
28 contractual rate or maximum statutory rate from the date said obligation was incurred until

1 fully paid, to the extent Giavanna is found liable to any party for any claim arising out of the
2 facts and circumstances which give rise to the underlying claims herein;

3 3. For reasonable attorney's fees and costs of suit incurred, to the extent
4 Giavanna is found liable to any party for any claim arising out of the facts and circumstances
5 which give rise to the underlying claims herein; and

6 4. For such other and further relief as this Court may deem just and proper.

7 DATED this day of July, 2016.

8 BOYACK ORME & TAYLOR

9 By: /s/ Edward D. Boyack

10 EDWARD D. BOYACK

11 Nevada Bar No. 005229

12 CHRISTOPHER B. ANTHONY

13 Nevada Bar No. 9748

14 401 N. Buffalo Drive #202

15 Las Vegas, Nevada 89145

16 *Attorneys for Defendant Giavanna Homeowners*
17 *Association*